



City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: March 28, 2006

TO: City Council

VIA: Dennis R. Halloway, City Manager *[Signature]*

FROM: Pamela Byrnes-O'Camb, City Clerk *[Signature]*

SUBJECT: Request for City services for property known as 11055 New Jersey Street (APN 0292-168-9) located within the City's Sphere of Influence, but outside of the incorporated City Boundaries and approval of a Pre-Annexation Agreement, Joe Garcia, Spanish SDA Church, Applicant

RECOMMENDATION

It is recommended that the City Council approve the pre-annexation agreement and allow the City to provide water and sewer services to 11055 New Jersey Street.

BACKGROUND

The City's policy allows utility services, based on availability, to be provided beyond the incorporated boundaries of the City. As a condition of approval, the property to be served must be subject to a pre-annexation agreement, whereby the property owner agrees to be annexed into the City at such time as annexation is proposed.

ANALYSIS

The requested services are available in the adjacent right-of-way of the property. All fees and permits are applicable, including development, capacity, connection and construction fees. All construction and inspection shall be to the City of Loma Linda standards. There is capacity available within the existing system to service the parcel as well as future development.

FINANCIAL IMPACT

All costs shall be borne by the applicant.

Recording Requested By And
When Recorded Mail To:

City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

AN IRREVOCABLE AGREEMENT
TO ANNEX TO THE CITY OF LOMA LINDA

Spanish SDA Church
11055 New Jersey Street (APN 0292-168-9)

This Agreement is made this 28th day of March 2006, between Southeastern California Conference of SDA hereinafter referred to as "owner," and the City of Loma Linda, hereinafter referred to as "City."

WHEREAS, owner is the legal property owner of the real property consisting of a 8.9 acres, located on the northeast corner of Orange Street and New Jersey Street and commonly known as 11055 New Jersey Street; also referenced as San Bernardino County Tax Assessor Parcel No. 292-168-9, shown as Exhibit "A" attached and more fully described in Exhibit "B" attached; and

WHEREAS, the subject property is within the unincorporated area of San Bernardino County, which is a part of the City of Loma Linda Sphere of Influence; and

WHEREAS, owner has an urgent need to connect to and utilize the City of Loma Linda water system and sewer system; said systems otherwise being available only to properties within the City of Loma Linda corporate limits; and

WHEREAS, owner is desirous of annexing to the City of Loma Linda; and

WHEREAS, the City of Loma Linda is willing to consent to the connection of said property to the water main and sewer line only on the condition that the property be annexed to the City of Loma Linda at the earliest possible time; and

WHEREAS, the City of Loma Linda intends to pursue annexation of owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for owners of the said property; and

WHEREAS, the agreements, conditions and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein, and shall create an equitable servitude upon the land and operate as a covenant running with the land, for the benefit of the owner of the land and his heirs, successors, and assigns;

NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give his irrevocable consent to annex to the City of Loma Linda at such time as the annexation may be properly approved through appropriate legal proceedings, and owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent, prepared by the City, and submitting any evidence reasonably within the control of owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of owner to institute any litigation or judicial proceeding whatsoever to force annexation to the City of Loma Linda.

2. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the water main located in New Jersey Street. Said connection to the water main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the sewer line located in New Jersey Street. Said connection to the sewer line shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

4. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

5. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the water, and owners agree to be bound by all City ordinances, rules and regulations respecting the water system.

6. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer system, and owners agree to be bound by all City ordinances, rules and regulations respecting the sewer system.

7. This Agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

8. Owner shall install any and all future improvements upon said property to the City's standards, except that County standard(s) shall apply when more restrictive than City standard(s).

9. Owner shall execute the Agreement on behalf of himself, his heirs, successors and assigns; and said agreement shall be irrevocable without the prior written consent of both parties hereto.

10. The benefit to the subject property will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

EXECUTED THIS _____ DAY OF _____ 2006.

SIGNATURES ON NEXT PAGE

SOUTHEASTERN CA CONFERENCE
OF SDA

CITY OF LOMA LINDA

By: _____

By: _____
Floyd Petersen, Mayor

Attest: _____

Attest: _____
Pamela Byrnes-O-Camb, City Clerk

The Mayor and City Clerk of the City of Loma Linda have been authorized to execute this Agreement on behalf of the City of Loma Linda at a regularly held meeting of the City Council held on March 28, 2006.

EXHIBIT "A"



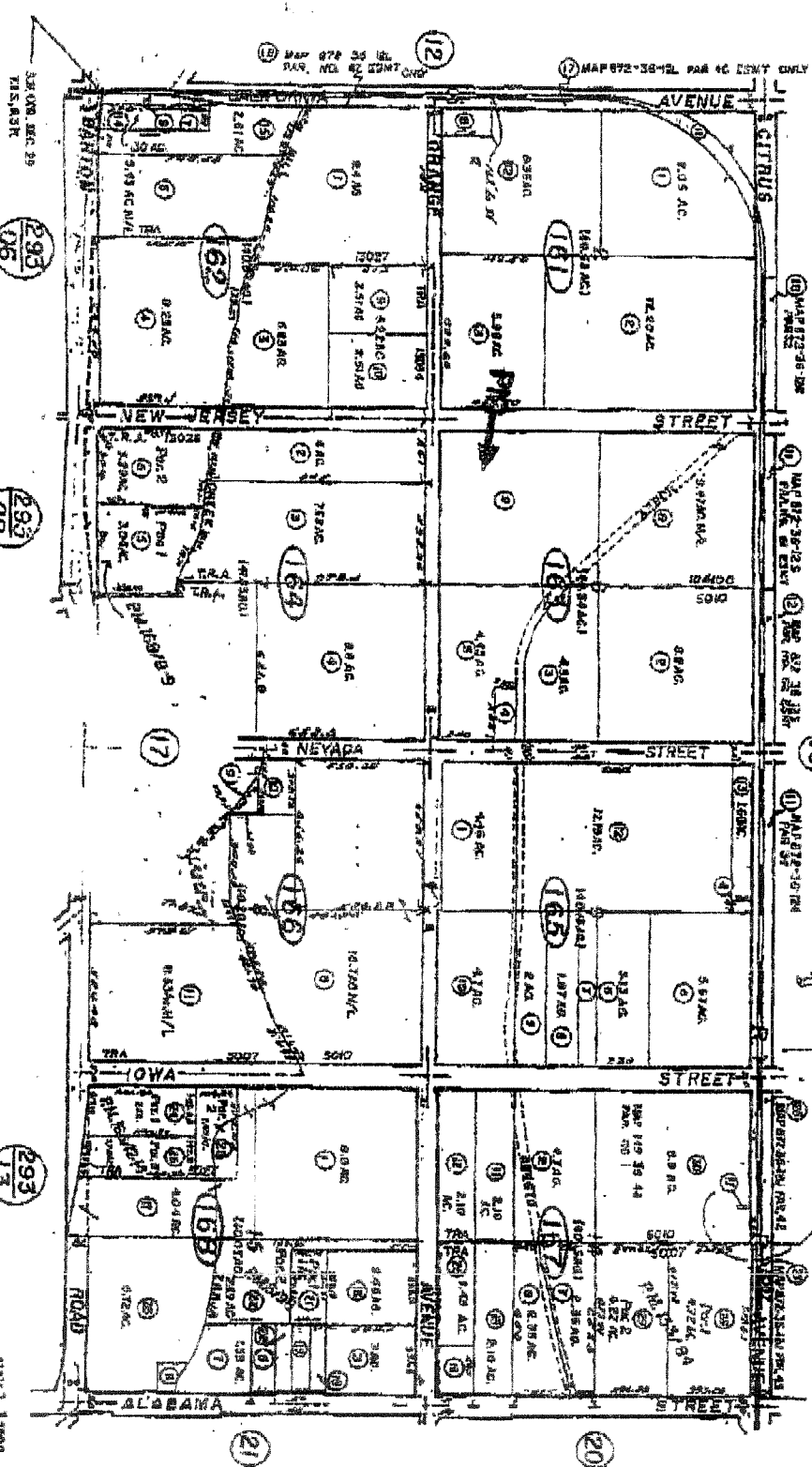
IMPORTANT: This plat is not a survey.
It is merely furnished as a convenient
to locate the land in relation to adjacent
tracts and other lands and not to justify
any direction, distance, bearings or usage.

FOR Burton Ranch
M.B. 8/19

Long Linda City
Reglands City
Ranchlands United
Turk Rule Area
10400, 5007, 5034
5040, 13027,
13036,

292-16

292-163-04



Parcel Map No. 12568, P.M. 8/8/89
Parcel Map No. 13506, P.M. 10/2/89
Parcel Map No. 10226, P.M. 13/3/89
Parcel Map No. 736, P.M. 5/3/89

Assessor's Map
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San Bernardino County

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File No.: 6039221

EXHIBIT "B"

PARCEL 1:

The South $\frac{1}{2}$ of the West $\frac{1}{2}$ of Lot 6, Barton Ranch, in the County of SAN BERNARDINO, State of California, as per map recorded in Book 6, page(s) 19, of Maps, in the office of the County Recorder of said County.

NOTE: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

PARCEL 2:

The right to cause water to be conducted in, over and across the hereinafter described parcel of real property through pipeline(s) presently existing therein which generally extend in a North-South direction and area located on the Eastern boundary of said parcel. Said easement shall be for the benefit of the above described Parcel No. 1 and shall be appurtenant thereto, and any successor in interest of Mame W. Bruckart shall succeed in the interest of Mame W. Bruckart in said easement. Said parcel over which said easement lies is described as that portion of the Barton Ranch described as the West $\frac{1}{2}$ of Lot 7, commencing at the intersection of the center line of Orange Avenue, South $89^{\circ} 28'$ East 261 feet from the center line of New Jersey Street;

thence along the center line of Orange Avenue South $89^{\circ} 28'$ East 398.25 feet;

thence South 972.4 feet;

thence North $73^{\circ} 17'$ 120 feet;

thence North $65^{\circ} 15'$ West 92 feet;

thence North $84^{\circ} 58'$ West 201 feet North 885 feet to the point of beginning.

Except the portion in Orange Avenue.